

<i>SERFF Tracking Number:</i>	<i>MEAM-126483041</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>MedAmerica Insurance Company</i>	<i>State Tracking Number:</i>	<i>44741</i>
<i>Company Tracking Number:</i>	<i>200-0210_AR</i>		
<i>TOI:</i>	<i>LTC05I Individual Long Term Care - Nursing Home & Home Health Care</i>	<i>Sub-TOI:</i>	<i>LTC05I.004 Partnership</i>
<i>Product Name:</i>	<i>200-0210_AR</i>		
<i>Project Name/Number:</i>	<i>200-0210_AR/200-0210_AR</i>		

Filing at a Glance

Company: MedAmerica Insurance Company

Product Name: 200-0210_AR

TOI: LTC05I Individual Long Term Care -
Nursing Home & Home Health Care

Sub-TOI: LTC05I.004 Partnership

Filing Type: Form

SERFF Tr Num: MEAM-126483041 State: Arkansas

SERFF Status: Closed-Approved State Tr Num: 44741

Co Tr Num: 200-0210_AR

State Status: Closed

Reviewer(s): Marie Bennett

Author: Lisa Culhane

Disposition Date: 03/01/2010

Date Submitted: 02/02/2010

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 200-0210_AR

Project Number: 200-0210_AR

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 03/01/2010

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 03/01/2010

Created By: Lisa Culhane

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Lisa Culhane

Filing Description:

The enclosed form filing is submitted for your review and approval. This Long Term Care Insurance Product is intended to be tax-qualified under section 7702B(b) of the Internal Revenue Code. Revisions have been made to two of our forms, the Personal Worksheet and the Outline of Coverage.

The Personal Worksheet # 200-0210 was approved under form # 200 on 2/24/04.

The Outline of Coverage # S2-151-AR-0210 was approved under form # S2-151-AR-0708 on 8/13/08 (SERFF # MEAM-125712760)

See cover letter and redlined changes for details.

SERFF Tracking Number: MEAM-126483041 State: Arkansas

Filing Company: MedAmerica Insurance Company State Tracking Number: 44741

Company Tracking Number: 200-0210_AR

TOI: LTC051 Individual Long Term Care - Nursing Sub-TOI: LTC051.004 Partnership
Home & Home Health Care

Product Name: 200-0210_AR

Project Name/Number: 200-0210_AR/200-0210_AR

Company and Contact

Filing Contact Information

Lisa Culhane, LTC Compliance Analyst lisa.culhane@medamericaltc.com
165 Court Street 585-327-6550 [Phone]
Rochester , NY 14647 585-238-3642 [FAX]

Filing Company Information

MedAmerica Insurance Company CoCode: 69515 State of Domicile: Pennsylvania
165 Court Street Group Code: Company Type: Long Term Care
Insurance
Rochester, NY 14647 Group Name: State ID Number:
(585) 327-6522 ext. [Phone] FEIN Number: 34-0977231

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 flat fee
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
MedAmerica Insurance Company	\$50.00	02/02/2010	33930693
MedAmerica Insurance Company	\$50.00	02/26/2010	34472502

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
	\$0.00	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Marie Bennett	03/01/2010	03/01/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fee	Note To Reviewer	Lisa Culhane	02/26/2010	02/26/2010
Filing Fee	Note To Filer	Ashley Roberts	02/24/2010	02/24/2010

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	<i>Home & Home Health Care</i>		
<i>Product Name:</i>	<i>200-0210_AR</i>		
<i>Project Name/Number:</i>	<i>200-0210_AR/200-0210_AR</i>		

Disposition

Disposition Date: 03/01/2010

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	MEAM-126483041	State:	Arkansas
Filing Company:	MedAmerica Insurance Company	State Tracking Number:	44741
Company Tracking Number:	200-0210_AR		
TOI:	LTC05I Individual Long Term Care - Nursing Home & Home Health Care	Sub-TOI:	LTC05I.004 Partnership
Product Name:	200-0210_AR		
Project Name/Number:	200-0210_AR/200-0210_AR		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		Yes
Supporting Document	Outline of Coverage		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Redlined changes		Yes
Form	PERSONAL WORKSHEET		Yes
Form	OUTLINE OF COVERAGE		Yes

Note To Reviewer

Lisa Culhane on 02/26/2010 08:37 AM

Marie Bennett

03/01/2010 11:20 AM

Filing Fee

An additional filing fee of \$50.00 has been added. Sorry for the inconvenience.

SERFF Tracking Number: MEAM-126483041 State: Arkansas

Filing Company: MedAmerica Insurance Company State Tracking Number: 44741

Company Tracking Number: 200-0210_AR

TOI: LTC051 Individual Long Term Care - Nursing Sub-TOI: LTC051.004 Partnership
Home & Home Health Care

Product Name: 200-0210_AR

Project Name/Number: 200-0210_AR/200-0210_AR

Form Schedule

Lead Form Number: 200-0210_AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	200-0210	Other	PERSONAL WORKSHEET	Revised	Replaced Form #: 200 Previous Filing #:	0.000	200-0210.pdf
	S2-151-AR-0210	Outline of Coverage	OUTLINE OF COVERAGE	Revised	Replaced Form #: S2-151-AR-0708 Previous Filing #: MEAM-125712760	0.000	S2-151-AR-0210.pdf

Long Term Care Insurance Personal Worksheet

People buy long term care insurance for many reasons. Some don't want to use their own assets to pay for long term care. Some buy insurance to make sure they can choose the type of care they get. Others don't want their family to have to pay for care or don't want to go on Medicaid. But long term care insurance may be expensive, and may not be right for everyone. By state law, the insurance company must fill out part of the information on this worksheet and ask you to fill out the rest to help you and the company decide if you should buy this policy. **IF YOU ARE ENROLLING IN A GROUP LONG TERM CARE INSURANCE PLAN, YOU MAY USE THIS SHEET FOR YOUR OWN INFORMATION. GROUP EMPLOYEES AND THEIR SPOUSES/CARE PARTNERS DO NOT NEED TO RETURN THIS FORM TO THE COMPANY.**

Premium Information

Policy/Certificate Form # _____

The premium for the coverage you are considering will be: \$ _____ per month
\$ _____ per quarter
\$ _____ per year

This Policy/Certificate is guaranteed renewable.

The Company's Right to Increase Premiums

MedAmerica Insurance Company has a right to increase premiums on this policy form in the future, provided it raises rates for all policies in the same class in this state.

Rate Increase History

We have sold Long Term Care insurance since 1987 and have sold this Policy since [2007]. [MedAmerica Insurance Company has never raised its rates for any Long Term Care Policy it has sold in this state or any other state.][MedAmerica Insurance Company has not raised rates for this Policy form or similar Policy forms in this state or any other state in the last 10 years.]

Questions Related to Your Income

How will you pay each year's premium? (check one)

☐ From my Income ☐ From my Savings/Investments ☐ My Family will Pay

Have you considered whether you could afford to keep this policy if the premiums went up, for example, by 20%?

What is your annual income? (check one)

☐ Under \$10,000 ☐ \$10,000-\$20,000 ☐ \$20,000-\$30,000
☐ \$30,000-\$40,000 ☐ \$40,000-\$50,000 ☐ Over \$50,000

How do you expect your income to change over the next 10 years? (check one)

☐ No change ☐ Increase ☐ Decrease

If you will be paying premiums with money received only from your own income, a rule of thumb is that you may not be able to afford this policy if the premiums will be more than 7% of your income.

Will you buy inflation protection? (check one) ☐ Yes ☐ No

If not, have you considered how you will pay for the difference between future costs and your daily benefit amount?

☐ From my Income ☐ From my Savings/Investments ☐ My Family will Pay

The National average annual cost of care in [2002] was [\$46,000], but this figure varies across the country. In 10 years the National average annual cost would be about [\$75,000] if costs increase 5% annually.

What elimination period are you considering? # of days _____ **Approximate cost for that period of care** \$ _____ **How are you planning to pay for your care during the elimination period?** (check one)

☐ From my Income ☐ From my Savings/Investments ☐ My Family will pay

Questions Related to Your Savings and Investments

Not counting your home, about how much are all of your assets (your savings and investments) worth? (check one)

☐ Under \$20,000 ☐ \$20,000-\$30,000 ☐ \$30,000-\$40,000 ☐ \$40,000-\$50,000 ☐ Over \$50,000

How do you expect your assets to change over the next ten years? (check one)

☐ Stay about the same ☐ Increase ☐ Decrease

If you are buying this policy to protect your assets and your assets are less than \$30,000, you may wish to consider other options for financing your long-term care.

Disclosure Statement

(Not applicable to employees and spouses under group policies.)

☐ The answers to the questions above describe my financial situation. **or** ☐ I choose not to complete this information. **(check one)**

☐ I acknowledge that the Company and/or its agent (below), if applicable, has reviewed this form with me including the premium, premium rate increase history and potential for premium increases in the future. I understand the above disclosures. I understand that the rates for this policy/certificate may increase in the future. (This box must be checked)

Signed: _____
(Applicant) (Date)

☐ I explained to the applicant the importance of completing this information.

Signed: _____
(Agent) (Date)

Agent's Printed Name: _____

In order for us to process your application, please return this signed statement to the Company, along with your application.

My agent has advised me that this policy does not appear to be suitable for me. However, I still want the company to consider my application.

Signed: _____
(Applicant) (Date)

The company may contact you to verify your answers.

Please see the Personal Worksheet Instruction Sheet for additional information.

Simplicityⁱⁱ

LONG TERM CARE INSURANCE - OUTLINE OF COVERAGE Policy Number SPL2-336-AR-0708 for Individual Sales

Caution: The issuance of this Long Term Care Policy is based upon Your responses to the questions on Your application. A copy of Your application is enclosed. If Your answers are incorrect or untrue, the Company has the right to deny Benefits or rescind Your Policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact the Company at the address above.

Notice to Buyer: This Policy may not cover all of the costs associated with LONG TERM CARE incurred by the buyer during the period of coverage. The buyer is advised to review carefully all Policy limitations.

1. **POLICY:** This Policy is an individual Policy of insurance.
2. **PURPOSE OF OUTLINE OF COVERAGE:** This Outline of Coverage provides a very brief description of the important features of the Policy. You should compare this Outline of Coverage to outlines of coverage for other policies available to You. This is not an insurance contract, but only a summary of coverage. Only the individual Policy contains governing contractual provisions. This means that the Policy sets forth in detail the rights and obligations of both You and the insurance company. Therefore, if You purchase this coverage, or any other coverage, it is important that You **READ YOUR POLICY CAREFULLY!**
3. **FEDERAL TAX CONSEQUENCES:** This Policy is intended to be a Qualified Long Term Care insurance contract under section 7702B(b) of the Internal Revenue Code.
4. **TERMS UNDER WHICH THE POLICY MAY BE RETURNED AND PREMIUM REFUNDED:** If You feel this Policy does not meet Your insurance needs, return it to us or Your producer within 30 days. If You do so, We will return any premium You may have paid. We also will void Your Policy from its effective date.
5. **THIS IS NOT MEDICARE SUPPLEMENT COVERAGE:** If You are eligible for Medicare, review the *Guide to Health Insurance for People with Medicare* available from the insurance company. Neither MedAmerica Insurance Company nor its producers represent Medicare, the federal government, or any state government.

DISCLAIMER: THIS POLICY IS NOT DISABILITY INSURANCE OR ANY OTHER TYPE OF INCOME REPLACEMENT COVERAGE. Benefits under this Policy do not replace income or provide payment in the event of illness or accident resulting in disabilities not meeting the definition of Benefit Eligibility as contained herein.

6. **LONG TERM CARE COVERAGE:** Policies of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services. These services must be provided in a setting other than an acute care unit of a hospital, such as a nursing facility, in the community, or in the home.

This Policy provides coverage up to the Monthly Cash Benefit as listed on the Schedule of Policy Benefits page of Your Policy. Coverage is subject to Policy limitations and an Elimination Period.

7. **BENEFITS AND CONDITIONS FOR ELIGIBILITY:**

Benefits Provided By This Policy: This Policy pays You a monthly cash amount if You are Benefit Eligible. The actual amount depends on the Monthly Cash Benefit You have chosen and where You are receiving care. Contingent Nonforfeiture Benefits are also included if You do not purchase an optional Nonforfeiture Benefit. All Benefits count toward fulfillment of Your Cash Benefit Account.

Benefit Eligible: This means You will receive Benefits. To be Benefit Eligible or achieve Benefit Eligibility under this Policy all of the following conditions must be met.

1. We have verified You are Chronically Ill;
2. You have a Plan of Care; and
3. Your Elimination Period has been met. (Does not apply to Benefits that do not require meeting the Elimination Period.)

Chronically Ill means that as the result of an Assessment You have been certified by a Licensed Health Care Practitioner as having a chronic illness or disability that causes You to:

- a) Require Substantial Assistance with at least two Activities of Daily Living expected to last at least 90 days; or
- b) Have a Severe Cognitive Impairment that requires Substantial Supervision.

We will work with You, Your family and Your physician when We need information about Your condition. This information will be gathered by Us or one of Our representatives. You may contact Us with any questions regarding Our decision.

We will also need a Plan of Care. The Plan of Care is updated as Your needs change. You may use the services of Our Personal Care Advisors. These services are provided at not cost to You.

To continue Benefit Eligibility, We must verify You are Chronically Ill and have an updated Plan of Care at least every 12 months.

Activities of Daily Living

Bathing: This means washing Yourself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.

Continence: This means the ability to maintain control of bowel or bladder functions; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

Dressing: This means the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating: This means the ability to feed oneself by getting food into Your body from a receptacle (such as plate, cup or table) or by a feeding tube or intravenously.

Toileting: This means the ability to go to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring: This means the ability to move into or out of a bed, chair or wheelchair.

Elimination Period: There is a one time Elimination Period. The Elimination Period (Waiting Period) is the number of calendar days You must wait before You will receive Benefits. Your Elimination Period begins the earliest of the date We have verified You are Chronically Ill and have a Plan of Care or the date You contact Us to establish Benefit Eligibility. The Elimination Period will end after the number of days chosen by You and shown in Your Schedule of Policy Benefits has ended. Benefits are not payable during the Elimination Period except where the Policy so states.

Days in an Elimination Period are combined, and do not need to be consecutive. You need to meet Your Policy's Elimination Period only once.

OPTIONAL RIDERS UNDER THIS POLICY

You may elect any of the optional Riders listed. Depending on the Rider You select, You may pay an additional premium.

Shortened Benefit Period Rider – Form # S2-SBPR-AR

We will provide continued coverage equal to premiums You have paid if Your Policy has been in force for three years and lapses.

[Return of Premium Rider (ROPR) and Full Return of Premium Rider (FROPR)

– **Form # S2-ROPR-AR and Form # S2-FROPR-AR**

ROPR: If You die while the Policy is in force, We will refund all premiums paid for Your Policy and any Riders less any Benefits paid or payable.

FROPR: If You die while the Policy is in force, We will refund all premiums paid for Your Policy and any Riders disregarding any Benefits paid or payable.]

[Restoration of Benefits Rider – Form # S2-ROBR-AR

This Rider will restore this Policy's Cash Benefit Account to the total that would have applied if no Benefits had been paid under this Policy. This Restoration of Benefits applies whenever a period of 180 consecutive days elapses in which:

1. You are not eligible for or being paid Benefits because You are no longer deemed Chronically Ill; and
2. Your Policy did not lapse and all premiums were paid; and
3. You did not exhaust Your Cash Benefit Account; and
4. Your Policy remained in force.]

Survivor Benefit Rider – Form # S2-SVR-AR

You and Your Care Partner must both purchase this Rider. If after 10 years Your Care Partner dies, no further payment of premium is due on Your Policy.

Shared Care Rider – Form # S2-SCR-AR

You and Your Care Partner must both purchase this Rider. This Rider permits Care Partners to share the Benefits under their Policies by first using their own Cash Benefit Account and then, at the option of the other Care Partner, drawing Monthly Cash Benefits from your Care Partner's Cash Benefit Account.

If one Care Partner dies, the surviving Care Partner can assume the deceased Care Partner's remaining Cash Benefit Account at no extra premium. In no case can the use of a portion of a Care Partner's Benefits reduce his or her Cash Benefit Account below a level that would provide that Care Partner less than 24 times his/her Facility Monthly Cash Benefit.

Shared Waiver Rider – Form # S2-SWR-AR

You and Your Care Partner must both purchase this Rider. This Rider provides that when one Care Partner's premiums are waived, premiums will be waived for the other.

Facility Only Rider – Form # S2-FACR-AR

This Rider changes the Benefits under Your Policy by providing coverage only when You are Benefit Eligible and either reside in a Qualified Facility or receive care under a Hospice Care Program.

Community Only Rider – Form # S2-COMMR-AR

This Rider changes the Benefits under Your Policy by providing coverage only when You are Benefit Eligible and either reside in other than a Qualified Facility or receive care under a Hospice Care Program.

Compound Inflation - No Maximum Rider – Form # S2-CMP-AR

This Rider provides for an annual increase in Your Cash Benefit Account and Monthly Cash Benefit. On Your policy anniversary date Your Monthly Cash Benefit will be increased by the percentage shown on Your Schedule of Policy Benefits. Your Cash Benefit Account will increase by the same proportion as the increase in the Monthly Cash Benefit. This increase will continue for as long as Your Policy is in force.

Compound Inflation - 2X Maximum Rider – Form # S2-CMP2X-AR

This Rider provides for an annual increase in both Your Cash Benefit Account and Monthly Cash Benefit. On Your Policy Anniversary Date Your Monthly Cash Benefit will be increased by 5%. Your Cash Benefit Account will increase by the same proportion as the increase in the Monthly Cash Benefit. This increase will continue until Your Monthly Cash Benefit is twice its original amount.

Simple Benefit Increase Rider – Form # S2-SBIR-AR

This Rider provides for an annual increase in both Your Cash Benefit Account and Monthly Cash Benefit. On Your Policy Anniversary Date Your Monthly Cash Benefit will be increased by 5% of its original amount. Your Cash Benefit Account will increase by the same proportion as the increase in the Monthly Cash Benefit. This increase will continue for as long as Your Policy is in force.

8. LIMITATIONS AND EXCLUSIONS:

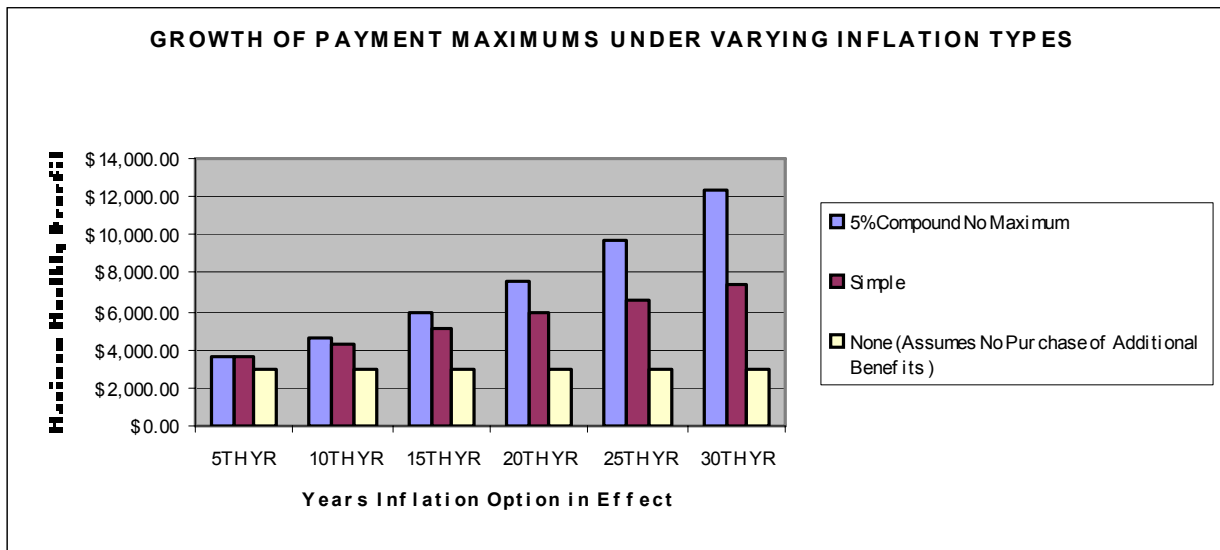
- (a) **Pre-existing conditions:** There are no pre-existing condition limitations in this Policy.
- (b) **Exclusions:** Benefits are not payable if Your Chronic Illness is due to War or any act of war, declared or undeclared.

**THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED
WITH YOUR LONG TERM CARE NEEDS.**

9. RELATIONSHIP OF COST OF CARE AND BENEFITS:

Because the cost of long term care services will likely increase over time, You should consider whether and how the benefits of this plan might be adjusted. Neither the Cash Benefit Account nor the Monthly Cash Benefit will increase over time if You do not purchase inflation protection.

The following is a hypothetical comparison of the levels of a Policy that increases Monthly Cash Benefits over a period of coverage with a Policy that does not increase Monthly Cash Benefits. The comparison shows the effect on Benefits at five (5) year intervals over thirty years for a client purchasing a \$3000 Monthly Cash Benefit with a 5% index percentage.



Compound – No Maximum: If You purchase Compound – No Maximum indexing, both Your Cash Benefit Account and Monthly Cash Benefit will increase on the anniversary of the effective date of the Policy. Your Monthly Cash Benefit will be increased by the percentage shown on Your Schedule of Policy Benefits. Your Cash Benefit Account will increase by the same proportion as the increase in the Monthly Cash Benefit. This increase will continue for as long as Your Policy is in force. Inflation increases will continue without regard to health status or age.

Compound – 2X Maximum: If You purchase Compound – 2X Maximum indexing, both Your Cash Benefit Account and Monthly Cash Benefit will increase on the anniversary of the effective date of the Policy. Your Monthly Cash Benefit will be increased by 5%. Your Cash Benefit Account will increase by the same proportion as the increase in the Monthly Cash Benefit. This increase will continue until Your Monthly Cash Benefit is twice its original amount. Inflation increases will continue up to the two times maximum without regard to health status or age.

Simple: If You purchase simple indexing, Your Cash Benefit Account and Monthly Cash Benefit will increase on every anniversary of the effective date of the Policy. Your Monthly Cash Benefit will be increased by 5% of its original amount. Your Cash Benefit Account will increase by the same proportion as the increase in the Monthly Cash Benefit. Inflation increases will continue without regard to health status or age.

None: If You purchase no indexing, Your Cash Benefit Account and Monthly Cash Benefit will not increase over time.

10. **TERMS UNDER WHICH THE POLICY OR CERTIFICATE MAY BE CONTINUED IN FORCE OR DISCONTINUED:**

- (a) **RENEWABILITY: THIS POLICY IS GUARANTEED RENEWABLE.** This means that You have the right, subject to the terms of Your Policy, to continue Your Policy as long as You pay Your premiums on time. MedAmerica Insurance Company cannot change any of the terms of Your Policy on its own, except that, in the future, IT MAY CHANGE THE PREMIUM YOU PAY. Where applicable, premium increases must be approved by the State Department of Insurance.
- (b) **WAIVER OF PREMIUM:** Your premium payments will be waived on a monthly basis starting the day after the date Your Elimination Period is satisfied. The Waiver of Premium will end on the date You are no longer Benefit Eligible.
- (c) **TERMS UNDER WHICH PREMIUMS MAY BE CHANGED:** We reserve the right to increase Your premium as of the premium due date; however, any changes in the premium rates must apply to all similar policies issued in Your state on this Policy form. This means We cannot single You out for an increase because of any change in Your age or health. However, Your rates may go up based on the experience of all policyholders with a Policy similar to Yours.

11. **ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS:** This Policy provides coverage if You are clinically diagnosed as having Alzheimer's disease or related degenerative and dementing illnesses that result in a cognitive impairment.

12. **PREMIUM:**

The total annual premium quoted for Your Policy is shown below. The total premium amount of Your issued Policy is listed on the Premium Information page of Your Schedule of Policy Benefits and may vary from the amount that is identified below due to medical underwriting.

(Producer: Please use the space below to indicate the premium quoted.)

Basic Benefits Annual Premium (Check one)

- a) ☐ Comprehensive Coverage \$ _____
- b) ☐ Facility Only
- c) ☐ Community Only

Optional Riders Modal Premium

Inflation Rider	\$ _____
Survivor Benefit Rider	\$ _____
Shared Waiver Rider	\$ _____
Shared Care Rider	\$ _____
Return of Premium Rider	\$ _____
Full Return of Premium Rider	\$ _____
Restoration of Benefits Rider	\$ _____
Shortened Benefit Period Rider	\$ _____

Total Modal Premium for Optional Riders \$ _____

Less any /Association/ Employer Program/ Discounts

Your Total Modal Premium will be: \$ _____ on a _____ basis*.

The Annualized Modal Premium for this policy is: _____

* You may elect to pay Your premium on other than an annual basis. Please note that payment schedules of less than annual will result in a higher premium amount paid per year.

13. **ADDITIONAL FEATURES:**

- (a) Medical underwriting of Your application is used to determine Your eligibility for long term care insurance. It may also be used to determine Your correct Rate Group classification, if applicable.
- (b) Benefits may be available after termination if You are receiving Benefits covered under the Policy. See the "Extension of Benefits" section of Your Policy for specific requirements.
- (c) If Your Policy terminates because of non-payment, You may apply for reinstatement of the Policy.
- (d) No prior hospitalization is required before You can receive coverage under this Policy.

14. **CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG TERM CARE INSURANCE.**

CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG TERM CARE INSURANCE POLICY.

15. **SENIOR COUNSELING PROGRAMS:** Please refer to *A Shopper's Guide To Long Term Care Insurance* contained in Your enrollment material for the telephone number of the Senior Counseling Program in Your state.

17. **LONG TERM CARE INSURANCE POTENTIAL RATE INCREASE DISCLOSURE FORM**

- 1. **Premium Rate:** Your premium rate that is applicable to You and that will be in effect until a request is made and filed with Your State Department of Insurance for an increase is shown on Your schedule page in Your policy.
- 2. The premium for this Policy will be shown on the schedule page of Your policy.
- 3. **Rate Schedule Adjustments:** If Your rates are changed, the new rates will become effective on the next billing date. The new rates will remain in effect until another request is made and filed with Your State Department of Insurance. You have the right to receive a revised schedule page if the premium rate is changed.

We have sold long term care insurance since 1987 and have sold this policy since [2007]. [We have never raised rates for any long term care policy sold in this state or any other state.] [MedAmerica Insurance Company has not raised rates for this Policy form or similar Policy forms in this state or any other state in the last 10 years.]

- 4. **Potential Rate Revision: This policy is Guaranteed Renewable.** This means that the rates for this coverage may be increased in the future. Your rates CANNOT be increased due to Your age or declining health, but Your rates may go up based on the experience of all insureds with a policy similar to Yours. If You receive a premium rate increase in the future, You will be notified of the new premium amount and You will be able to exercise at least one of the following options:
 - (a) Pay the increased premium and continue Your coverage in force as is.
 - (b) Reduce Your coverage benefits to a level such that Your premiums will not increase.
 - (c) Exercise Your long term care nonforfeiture option (Shortened Benefit Period Rider), if purchased. This option is available for purchase for an additional premium.
 - (d) Exercise Your contingent nonforfeiture rights - See No. 5. This option is available if You do not purchase a long term care nonforfeiture option mentioned in (c) above.

5. Contingent Nonforfeiture Rights

A. Contingent Nonforfeiture Benefit Option:

- (a) If the premium rate for Your policy goes up in the future and You do not buy a long term care nonforfeiture option, You may be eligible for contingent nonforfeiture. Here's how to tell if You are eligible:

You will keep some long term care insurance coverage, if:

- (1) Your premium after the increase exceeds Your original premium by the percentage shown, or more, in the table (provided on the next page/below); and
 - (2) You do not pay Your premium within 120 days of the increase causing Your policy to lapse.
- (b) Your Cash Benefit Account under this Rider will be the greater of:
- (1) The sum of all premiums paid for Your coverage and any attached Riders under this Policy less benefits paid; or
 - (2) The Facility Monthly Cash Benefit (Community Monthly Cash Benefit if You have purchased the Community Only Rider) in effect on the date Your coverage under this Policy lapses.
- (c) Your Monthly Cash Benefit is payable up to Your Cash Benefit Account under this Rider.
- (d) The Cash Benefit Account under this Rider can never be greater than the Cash Benefit Account under Your Policy at the time You elected to use Your contingent nonforfeiture rights.
- (e) Except for this reduced Cash Benefit Account, all other policy benefits will remain at the levels attained at the time of the lapse and will not increase thereafter.
- (f) Should You choose this Contingent Nonforfeiture option, Your policy, with this reduced Cash Benefit Account, will be considered "paid-up" with no further premiums due. Monthly Cash Benefits from Your Cash Benefit Account will be paid at the level current when the policy was lapsed.

Example:

- You bought the policy at age 65 and paid the \$1,000 annual premium for ten years, so You have paid a total of \$10,000 in premium.
- In the eleventh year, You receive a rate increase of 50%, or \$500 for a new annual premium of \$1,500, and You decide to not pay any more premiums causing Your policy to lapse.
- Your "paid-up" policy benefits are \$10,000, provided You have at least \$10,000 of benefits remaining under Your policy.

**Contingent Nonforfeiture Cumulative Premium Increase over
Initial Premium That Qualifies for Contingent Nonforfeiture Table**

Percentage increase is cumulative from date of original issue.

It does NOT represent a one-time increase.

Issue Age	Substantial Percent Over Initial Premium	Issue Age	Substantial Percent Over Initial Premium
29 and under	200%	72	36%
30-34	190%	73	34%
35-39	170%	74	32%
40-44	150%	75	30%
45-49	130%	76	28%
50-54	110%	77	26%
55-59	90%	78	24%
60	70%	79	22%
61	66%	80	20%
62	62%	81	19%
63	58%	82	18%
64	54%	83	17%
65	50%	84	16%
66	48%	85	15%
67	46%	86	14%
68	44%	87	13%
69	42%	88	12%
70	40%	89	11%
71	38%	90 and over	10%

B. Reduced "Paid Up" Contingent Nonforfeiture Benefit Option:

In addition to the Contingent Nonforfeiture Benefits Option (A) described above, the following Reduced "Paid-up" Contingent Nonforfeiture Benefit is an option if You have chosen the 10 year or Paid Up at Age 65 payment option, even if You selected the Shortened Benefit Period option when You purchased Your Policy. You are eligible for the reduced "paid up" contingent nonforfeiture benefit when all three conditions shown below are met:

1. The premium you are required to pay after the increase exceeds your original premium by the same percentage or more shown in the chart below:

Triggers for a Substantial Premium Increase	
Issue Age	Percent Increase Over Initial Premium
Under 65	50%
65 – 80	30%
Over 80	10%

2. You stop paying premiums within 120 days of when the premium increase took effect; AND

3. The ratio of the number of months you already paid premiums is 40% or more than the number of months you originally agreed to pay.

If You exercise this option your coverage will be converted to reduced "paid-up" status. That means there will be no additional premiums required. Your benefits will change in the following ways:

- a. The limited pay Contingent Benefit can be determined by multiplying 90% of the lifetime benefit amount at the time the policy becomes paid up by the ratio of the number of months you already paid premiums to the number of months you agreed to pay them.
- b. The monthly benefit amounts you purchased will be adjusted by the same ratio.

If both the Contingent Nonforfeiture Benefit (A) and the Reduced "Paid up" Contingent Nonforfeiture Benefit (B) are triggered by the same rate increase, you can choose either of the two options.

Example:

You bought the policy at age 65 with an annual premium payable for 10 years.

In the sixth year, you receive a rate increase of 35% and you decide to stop paying premiums.

Because you have already paid 50% of your total premium payments and that is more than the 40% ratio, your "paid-up" policy benefits are .45 (.90 times .50) times the total benefit amount that was in effect when you stopped paying your premiums. If you purchased inflation protection, it will not continue to apply to the benefits in the reduced "paid-up" policy.

<i>SERFF Tracking Number:</i>	<i>MEAM-126483041</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>MedAmerica Insurance Company</i>	<i>State Tracking Number:</i>	<i>44741</i>
<i>Company Tracking Number:</i>	<i>200-0210_AR</i>		
<i>TOI:</i>	<i>LTC051 Individual Long Term Care - Nursing</i>	<i>Sub-TOI:</i>	<i>LTC051.004 Partnership</i>
	<i>Home & Home Health Care</i>		
<i>Product Name:</i>	<i>200-0210_AR</i>		
<i>Project Name/Number:</i>	<i>200-0210_AR/200-0210_AR</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	
Comments:		
Attachment:		
Readability Certification AR.pdf		

	Item Status:	Status Date:
Bypassed - Item:	Application	
Bypass Reason:	Applications approved on 6/24/09 under SERFF # MEAM-126128663. Form #'s are: S2-345R-AR; S2-346A-AR and S2-346B-AR	
Comments:		

	Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	
Bypass Reason:	Memorandum was previously approved	
Comments:		

	Item Status:	Status Date:
Bypassed - Item:	Outline of Coverage	
Bypass Reason:	Uploaded under the forms schedule tab.	
Comments:		

	Item Status:	Status Date:
Satisfied - Item:	Cover Letter	
Comments:		
Attachment:		

SERFF Tracking Number: MEAM-126483041 State: Arkansas
Filing Company: MedAmerica Insurance Company State Tracking Number: 44741
Company Tracking Number: 200-0210_AR
TOI: LTC05I Individual Long Term Care - Nursing Sub-TOI: LTC05I.004 Partnership
Home & Home Health Care
Product Name: 200-0210_AR
Project Name/Number: 200-0210_AR/200-0210_AR
Cover letter AR.pdf

Item Status:

Status

Date:

Satisfied - Item: Redlined changes

Comments:

Attachment:

Redlined Changes.pdf



An Excellus Company

Home Office: Pittsburgh, PA

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165 Court Street
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1-800-544-0327

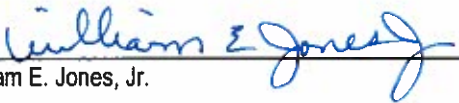
CERTIFICATION

This is to certify that the forms listed below exceed the Flesch Reading Ease test score minimum of **40** in compliance with Arkansas insurance policy readability law:

Form Name	Form Number
Personal Worksheet	200-0210
Outline of Coverage	S2-151-AR-0210

These forms were scored together with the Policy associated forms.

Certification by:



William E. Jones, Jr.

President

Title



Administrative Office:

165 Court Street
Rochester, NY 14647

Product Filing/Contracts Management

Tel: (800) 544-0327 x 6550

Fax: (585) 238-3675

E-Mail Address: lisa.culhane@medamericaltc.com

February 2, 2010

Jay Bradford, Commissioner
Arkansas Department of Insurance
1200 West 3rd. Street
Little Rock, Arkansas 72201-1904

RE: **MedAmerica Insurance Company**
Form Filing –Tax Qualified Long-Term Care Insurance
FORM #: 200-0210 & S2-151-AR-0210

NAIC #: 69515 00
FEIN #: 34-0977231

Dear Commissioner Bradford:

The enclosed form filing is submitted for your review and approval. This Long Term Care Insurance Product is intended to be tax-qualified under section 7702B(b) of the Internal Revenue Code. Revisions have been made to two of our forms, the Personal Worksheet and the Outline of Coverage.

The Personal Worksheet # **200-0210** was approved under form # **200** on 2/24/04.

The Outline of Coverage # **S2-151-AR-0210** was approved under form # **S2-151-AR-0708** on 8/13/08 (SERFF # MEAM-125712760)

We are in the process of filing a request for a rate increase in some states on our older products that we are no longer selling. This rate increase would effect our reimbursement products, which are not “similar” to our current cash product.

- The current statement has been bracketed: [MedAmerica Insurance Company has never raised its rates for any long term care policy it has sold in this state or any other state.]
- The following statement has been added: [MedAmerica Insurance Company has not raised rates for this Policy form or similar Policy forms in this state or any other state in the last 10 years.]

We will use the current statement until we gain approval and implement a rate increase in any state.

No other forms have been modified.

Thank you for your consideration of this filing. Please do not hesitate to contact me at the number listed above if I can be of any assistance as you complete your review.

Sincerely,

Lisa Culhane
Compliance Analyst

Long Term Care Insurance Personal Worksheet

People buy long term care insurance for many reasons. Some don't want to use their own assets to pay for long term care. Some buy insurance to make sure they can choose the type of care they get. Others don't want their family to have to pay for care or don't want to go on Medicaid. But long term care insurance may be expensive, and may not be right for everyone. By state law, the insurance company must fill out part of the information on this worksheet and ask you to fill out the rest to help you and the company decide if you should buy this policy. **IF YOU ARE ENROLLING IN A GROUP LONG TERM CARE INSURANCE PLAN, YOU MAY USE THIS SHEET FOR YOUR OWN INFORMATION. GROUP EMPLOYEES AND THEIR SPOUSES/CARE PARTNERS DO NOT NEED TO RETURN THIS FORM TO THE COMPANY.**

Premium Information

Policy/Certificate Form #

The premium for the coverage you are considering will be:

\$_____	per month
\$_____	per quarter
\$_____	per year

This Policy/Certificate is guaranteed renewable.

The Company's Right to Increase Premiums

MedAmerica Insurance Company has a right to increase premiums on this policy form in the future, provided it raises rates for all policies in the same class in this state.

Rate Increase History

We have sold Long Term Care insurance since 1987 and have sold this Policy since [2007]. [MedAmerica Insurance Company has never raised its rates for any long term care policy it has sold in this state or any other state.][MedAmerica Insurance Company has not raised rates for this Policy form or similar Policy forms in this state or any other state in the last 10 years.]

Questions Related to Your Income

How will you pay each year's premium? (check one)

☐ From my Income ☐ From my Savings/Investments ☐ My Family will Pay

Have you considered whether you could afford to keep this policy if the premiums went up, for example, by 20%?

What is your annual income? (check one)

☐ Under \$10,000 ☐ \$10,000-\$20,000 ☐ \$20,000-\$30,000
☐ \$30,000-\$40,000 ☐ \$40,000-\$50,000 ☐ Over \$50,000

How do you expect your income to change over the next 10 years? (check one)

☐ No change ☐ Increase ☐ Decrease

If you will be paying premiums with money received only from your own income, a rule of thumb is that you may not be able to afford this policy if the premiums will be more than 7% of your income.

13. **ADDITIONAL FEATURES:**

- (a) Medical underwriting of Your application is used to determine Your eligibility for long term care insurance. It may also be used to determine Your correct Rate Group classification, if applicable.
- (b) Benefits may be available after termination if You are receiving Benefits covered under the Policy. See the "Extension of Benefits" section of Your Policy for specific requirements.
- (c) If Your Policy terminates because of non-payment, You may apply for reinstatement of the Policy.
- (d) No prior hospitalization is required before You can receive coverage under this Policy.

14. **CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG TERM CARE INSURANCE.**

CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG TERM CARE INSURANCE POLICY.

15. **SENIOR COUNSELING PROGRAMS:** Please refer to *A Shopper's Guide To Long Term Care Insurance* contained in Your enrollment material for the telephone number of the Senior Counseling Program in Your state.

17. **LONG TERM CARE INSURANCE POTENTIAL RATE INCREASE DISCLOSURE FORM**

- 1. **Premium Rate:** Your premium rate that is applicable to You and that will be in effect until a request is made and filed with Your State Department of Insurance for an increase is shown on Your schedule page in Your policy.
- 2. The premium for this Policy will be shown on the schedule page of Your policy.
- 3. **Rate Schedule Adjustments:** If Your rates are changed, the new rates will become effective on the next billing date. The new rates will remain in effect until another request is made and filed with Your State Department of Insurance. You have the right to receive a revised schedule page if the premium rate is changed.

We have sold long term care insurance since 1987 and have sold this policy since [2007]. [We have never raised rates for any long term care policy sold in this state or any other state.] [MedAmerica Insurance Company has not raised rates for this Policy form or similar Policy forms in this state or any other state in the last 10 years.]

- 4. **Potential Rate Revision: This policy is Guaranteed Renewable.** This means that the rates for this coverage may be increased in the future. Your rates CANNOT be increased due to Your age or declining health, but Your rates may go up based on the experience of all insureds with a policy similar to Yours. If You receive a premium rate increase in the future, You will be notified of the new premium amount and You will be able to exercise at least one of the following options:
 - (a) Pay the increased premium and continue Your coverage in force as is.
 - (b) Reduce Your coverage benefits to a level such that Your premiums will not increase.
 - (c) Exercise Your long term care nonforfeiture option (Shortened Benefit Period Rider), if purchased. This option is available for purchase for an additional premium.
 - (d) Exercise Your contingent nonforfeiture rights - See No. 3. This option is available if You do not purchase a long term care nonforfeiture option mentioned in (c) above.